

3/08/11 9:43:42
DK P BK 143 PG 25
DESDOTO COUNTY, MS
W. E. DAVIS, CH CLERK

Instrument Prepared By:
Matthew W. Barnes, Esq.
Burr & Forman LLP
420 North 20th Street
Wachovia Tower, Suite 3400
Birmingham, AL 35203

800-729-1906

After Recording Return To:
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STATE OF MISSISSIPPI)
COUNTY OF DESOTO)

Indexing Instructions:

A portion of SE 1/4 of SE 1/4 of S22, T1S-R6W
of S22, T1S-R6W

Cross Reference to:

Book 92, Page 70
Book 94, Page 420

Parcel Id:

1065220000001100

ASSIGNMENT OF LEASE

This Assignment of Lease (this "Agreement") is made effective as of 2/24, 20 11,
by between **THE ESTATE OF HERBERT DUKE HUNT and PAULA J. HUNT** having a
mailing address of P.O. Box 517 Olive Branch, MS 38654 and a telephone number of
602-895-2717 ("Assignor") and **CROWN CASTLE SOUTH LLC**, a Delaware limited
liability company, with its national headquarters located at 2000 Corporate Drive, Canonsburg,
Pennsylvania 15317 and a telephone number of (724) 416-2339 ("Assignee").

WHEREAS, Assignor is the landlord under that certain Option and Lease Agreement dated
May 8, 2000, originally by and between Herbert D. Hunt and Paula J. Hunt, as lessor, and
BellSouth Mobility, Inc., as lessee (the "Lease"), a memorandum of which Lease was recorded
in Book 92, Page 70 in the Office of the Clerk of Chancery Court of DeSoto County Mississippi
and a First Amendment to Option and Lease Agreement recorded in Book 94, Page 420 in that
same office (the "Tenant Lease").

WHEREAS, the Assignor has agreed to transfer and assign the Tenant Lease to the Assignee.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants hereinafter to
be kept faithfully by the parties hereto, the parties hereto agree as follows:

1. **Assignment.** The Assignor does hereby transfer, sell, convey and assign the Tenant Lease unto the Assignee including all security deposits, damage deposits, and other tenant deposits ("Security Deposits"), if any, and the right to collect rentals thereunder becoming due on or after the date of this Assignment of Lease. Assignee agrees to account to Assignor for the collection of any rents delinquent on the date of this Assignment of Lease, but Assignee shall not be required to take affirmative action to collect such delinquent rates, if any. All rents collected shall be applied first to current rent, and any excess shall be applied to delinquent rent, if any. Assignor specifically reserves the right to collect any rental delinquent as of the date hereof and in connection therewith, may enter the premises during business hours for the purpose of direct communication with such tenants whose rent is delinquent.

2. **Assumption.** The Assignee hereby assumes all of the obligations of the Assignor as landlord under the Tenant Lease accruing subsequent to the date hereof, including, specifically, the obligation to account to all tenants for Security Deposits, if any, paid by such tenant to the Assignor, and the Assignee does hereby indemnify and hold the Assignor harmless from and against any and all such liabilities, claims or causes of action arising after the date hereof in connection with the Tenant Lease.

3. **Miscellaneous.**

(a) **Amendments.** No amendment, modification or cancellation of this Agreement shall be valid unless in writing and signed by all the parties hereto.

(b) **Headings.** The Paragraph and Subparagraph headings hereof are inserted for convenience and reference only and shall not alter, define, or be used in construing the text of such Paragraphs or Subparagraphs.

(c) **Meaning of Particular Terms.** Whenever used, the singular number shall include the plural and the plural the singular, and pronouns of one gender shall include all genders; and the words "Assignor" and "Assignee" shall include their respective heirs, personal representatives, successors and assigns.

(d) **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Mississippi.

(e) **Invalidity of Particular Provisions.** If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions hereof shall nevertheless remain effective and shall be enforced to the fullest extent permitted by applicable law, and in lieu of such illegal or unenforceable provisions there shall be added automatically as part of this Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable.

(f) **No Delay or Waiver.** No delay on the part of the Assignee in exercising any right hereunder or any failure to exercise the same shall operate as a waiver of such right; nor in any event shall any modification or waiver of the provisions hereof be effective unless in writing; nor shall any such waiver be applicable except in the specific instance for which given.

(g) Execution in Counterparts. This Agreement may be executed, acknowledged and delivered in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

(h) Entire Agreement. No oral understandings or agreements exist between the parties, all of which oral understandings or agreements are merged herein and of no further force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Lease as of the date first written above.

ASSIGNOR:

THE ESTATE OF HERBERT DUKE HUNT

By: *Paula J. Hunt*
 Paula J. Hunt, Executrix
Paula J. Hunt
 Paula J. Hunt, individually

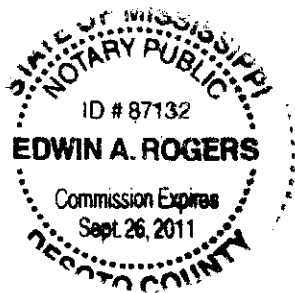
STATE OF MISSISSIPPI)

DeSoto COUNTY)

Personally appeared before me, the undersigned authority, in and for the said county and state, on this 24th day of February, 2011, within my jurisdiction, the within named Paula J. Hunt, individually and as Executrix of **THE ESTATE OF HERBERT DUKE HUNT**, who acknowledged that she executed the above and foregoing instrument as her voluntary act and deed.

Given under my hand and seal on the day and year last written above.

[NOTARIAL SEAL]



Ed A. Rogers
 Notary Public

My Commission Expires: 9/26/11

ASSIGNEE:

DK P BK 143 PG 29

CROWN CASTLE SOUTH LLC,
a Delaware limited liability company

By: S. Fox Sacks
Name: _____
Title: S. Fox Sacks
Real Estate Transaction Mgr.

STATE OF TEXAS)
HARRIS COUNTY)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 18 day of FEBRUARY, 2010, within my jurisdiction, the within named S. FOX SACKS, who acknowledged that he/she is KEY MANAGER of CROWN CASTLE SOUTH LLC, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal on the day and year last written above.

[Signature]
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 4-4-12

